State: District of Columbia Filing Company: Symphonix Health Insurance, Inc.

TOI/Sub-TOI: MS08G Group Medicare Supplement - Standard Plans 2010/MS08G.012 Multi-Plan 2010

Product Name: Group Medicare Supplement

Project Name/Number: Group Policy/

## Filing at a Glance

Company: Symphonix Health Insurance, Inc. Product Name: Group Medicare Supplement

State: District of Columbia

TOI: MS08G Group Medicare Supplement - Standard Plans 2010

Sub-TOI: MS08G.012 Multi-Plan 2010

Filing Type: Form

Date Submitted: 02/11/2020

SERFF Tr Num: UHLC-132191283

SERFF Status: Assigned

State Tr Num:

State Status:

Co Tr Num: C20-008

Implementation 03/01/2020

Date Requested:

Author(s): Michelle Ambach, Stephen Kane, Bobbie Walton, Gerry McCadden, Mike Mann, Bonnie

Hogeland, Michelle Richart, Lisa Muhammad

Reviewer(s): Colin Johnson (primary), RaShaunda Benson

Disposition Date:
Disposition Status:
Implementation Date:

SERFF Tracking #: UHLC-132191283 State Tracking #: C20-008

State: District of Columbia Filing Company: Symphonix Health Insurance, Inc.

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#### **General Information**

Project Name: Group Policy Status of Filing in Domicile: Not Filed

Project Number: Date Approved in Domicile: Requested Filing Mode: Review & Approval Domicile Status Comments:

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Large Group Market Type: Association Overall Rate Impact:

Filing Status Changed: 02/12/2020

State Status Changed: Deemer Date:

Created By: Gerry McCadden Submitted By: Gerry McCadden

Corresponding Filing Tracking Number:

Filing Description:

Enclosed for your review and approval is a new policy form filing for Symphonix Health Insurance, Inc.

The enclosed master policy intends to support group Medicare Supplement insurance sold to association group members. This group policy is a group-specific policy form.

Enclosed are 4 forms: the group policy form, the group application form, an amendment form and a (policy) schedule page. The latter two forms will be used to amend the policy schedule when group insurance certificates are added to the policy.

Following approval of the policy form, and execution of the policy by the District of Columbia-sitused association group (Trustees of the AARP Insurance Plan), we will file group insurance certificates in states where we intend to sell Medicare Supplement insurance. Medicare Supplement is a state-regulated product and requires individual state-approval of certificate forms before such forms can be attached to and made a part of the group policy

# **Company and Contact**

## **Filing Contact Information**

Gerry McCadden, Manager Compliance gerald\_mccadden@uhc.com
680 Blair Mill Rd. 215-902-8462 [Phone]
Horsham, PA 19044 215-902-8813 [FAX]

#### **Filing Company Information**

Symphonix Health Insurance, Inc. CoCode: 84549 State of Domicile: Illinois

1600 McConnor ParkwayGroup Code:Company Type:Floor 2Group Name:State ID Number:

Schaumburg, IL 60173 FEIN Number: 38-2044243

(800) 523-5800 ext. [Phone]

# Filing Fees

Fee Required? No Retaliatory? No

Fee Explanation:

SERFF Tracking #: UHLC-132191283 State Tracking #: C20-008

State: District of Columbia Filing Company: Symphonix Health Insurance, Inc.

TOI/Sub-TOI: MS08G Group Medicare Supplement - Standard Plans 2010/MS08G.012 Multi-Plan 2010

**Product Name:** Group Medicare Supplement

Project Name/Number: Group Policy/

## Form Schedule

Lead Form Number: GRP 79171 GPS-1								
Item	Schedule Item	Form	Form	Form	Form	Action Specific	Readability	
No.	Status	Name	Number	Type	Action	Data	Score	Attachments
1		Group Policy	GRP 79171 GPS-1	POL	Initial			GRP 79171 GPS- 1.pdf
2		Group Application	GRP 79171 APP-1	AEF	Initial			GRP 79171 APP- 1.pdf
3		Amendment	AMD 1001	POLA	Initial			AMD 1001.pdf
4		Schedule of Plans	GRP 79171 SCH-1	SCH	Initial			GRP 79171 SCH- 1.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NAP	Network Access Plan
NOC	Notice of Coverage	ОТН	Other
OUT	Outline of Coverage	PJK	Policy Jacket
POL	Policy/Contract/Fraternal Certificate	POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider
PRC	Provider Contract/Provider Addendum/Provider Leading Agreement	PRD	Provider Directory

# SYMPHONIX HEALTH INSURANCE, INC.

1600 McConner Parkway Floor 2 Schaumburg, Illinois 60173

### **GROUP INSURANCE POLICY**

# **Group Policy Schedule**

Policyholder: TRUSTEES OF THE AARP INSURANCE PLAN

**Group Policy No.:** G-36000-4

Policy Effective Date: [March 1, 2020]

Policy Anniversaries: [March 1] of each year

Premium Due Dates: The Policy Effective Date, and the first day of each month

beginning with [April, 2020].

Governing Jurisdiction: District of Columbia

**Minimum Participation Number: 100** 

Symphonix Health Insurance, Inc. ("Symphonix") will pay the benefits described in the Group Insurance Certificates and Certificate Riders listed in the Schedule of Plans of the Group Policy, subject to the Group Policy's terms. This promise is based on the Policyholder's application and payment of the required premiums.

All of the provisions of the Group Insurance Certificates and Certificate Riders, attached to and made a part of the Group Policy, apply to the Group Policy as if fully set forth in the Group Policy. This Group Policy may be amended from time to time.

The Group Policy takes effect on the Policy Effective Date, if it is duly attested below. It continues as long as the required premiums are paid, unless it ends as described in its General Rules.

The Group Policy is delivered in and is governed by the laws of the Governing Jurisdiction.

Sarah Murdock Secretary

Sarah Murdock

Kent Monical President & CEO

Attest: .....

GRP 79171 GPS-1 (G-36000-4)

Table of Contents	Page
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General Definitions	2
Insurance Plan Rules	3
General Rules	5
Other Provisions	8
Schedule of Plans	9

### **General Definitions**

**Member:** An individual who is both age 50 or over and is a regular member of the

Association on the effective date of Coverage. For purposes of this Group Policy, an associate member, as may be defined by the Association, is not

considered a Member eligible for this insurance.

**Member Insurance:** Insurance on the person of a Member.

**Association:** AARP

**Coverage:** Insurance described in a Group Insurance Certificate made a part of the Group Policy, including all Certificate Riders, modifications and endorsements to such Certificate.

**Medicare:** the health insurance program established by Title XVIII, United States, Social Security Act, as amended by 42 U.S.C. Sections 1395, et seq., and as later amended. Medicare is administered by the Centers for Medicare and Medicaid Services.

Symphonix: Symphonix Health Insurance, Inc.						

#### **Insurance Plan Rules**

#### A. ELIGIBILITY for Member Insurance:

Each Member is eligible for Member Insurance under a Coverage while:

- (1) The Member is age 65 or more; and
- (2) The Member is insured under Parts A and B of Medicare, or will be insured thereunder at the time of the effective date of the Coverage; and
- (3) That Coverage is available for enrollment in accordance with rules agreed upon by the Policyholder and Symphonix.

A Member will be considered age 65 as of the first day of the month in which the Member reaches age 65; or if the Member's birthday is the first day of the month, the Member will be considered age 65 as of the first day of the previous month.

Additional eligibility for Members ages 50-64:

In addition to (1), above, when any state where Symphonix offers Coverage requires insurance to be offered to persons under age 65, due to eligibility for Medicare by reason of disability and/or by reason of end-stage renal disease (42 US Code Sections 426(b), 426-1, and 1395o), Members between the ages of 50 and 64 are eligible for Coverage under this policy to the extent required under that state's law, and to any extent over and above the minimum requirements as Symphonix may determine in accordance with state law.

A person will be considered age 50 as of the first day of the month in which the person reaches age 50.

## **B. EFFECTIVE DATE OF INSURANCE.**

Insurance under a Coverage for a Member will begin, following the receipt and acceptance of their approved enrollment form by Symphonix, on the day mutually agreed upon by the Policyholder and Symphonix, if:

- (1) The Member is eligible for that Coverage; and
- (2) The Member has given Symphonix evidence of their insurability, if required for that Coverage, and Symphonix has decided the evidence is satisfactory; and
- (3) The Member pays the initial premium contribution for that Coverage when due.

#### C. INSURANCE PROVIDED.

The insurance coverage provided for any Member is the Coverage for which such Member has become enrolled and for which the Member is paying the required premium contribution.

No Member may be insured more than once at any one time under this Group Policy. If it is found that a Member is enrolled more than once at any one time under this Group Policy, the following shall apply. The Coverage provided for the Member shall be limited to the last Coverage for which that Member became insured. Symphonix will return all premium contributions paid by the Member which are in excess of those required for that one Coverage.

If a Member's insurance under a Coverage of this Group Policy was ended by an enrollment for insurance under another Coverage of this Group Policy or any other group health insurance plan of the Policyholder insured by Symphonix, and the later enrollment is withdrawn by the Member as provided in the Group Insurance Certificate, the Member's insurance under the earlier Coverage will be continued in force, provided the required premium contributions for such insurance are made by the Member within thirty-one days of the date of such withdrawal.

### D. NON-DUPLICATION OF BENEFITS

No benefits will be paid under this Policy for any stay or care for which benefits are payable under any continuation or extension of benefits provision of another policy.

#### **General Rules**

#### A. PAYMENT OF PREMIUMS - POLICYHOLDER GRACE PERIOD.

Premiums are to be paid by the Policyholder to Symphonix. One is due on each Premium Due Date stated in the Group Policy Schedule. The Policyholder may pay each premium other than the first within 31 days of the Premium Due Date without being charged interest. Those days are known as the grace period. The Policyholder is liable to pay premiums to Symphonix for the time the Group Policy is in force.

#### **B. PREMIUM AMOUNTS.**

The premium due on each Premium Due Date is the sum of the premium charges for the insurance under the Coverages. Those charges are determined from the premium rates then in effect and the Members then insured. Symphonix will give this information to the Policyholder.

Premiums may be determined in another way. But it must produce about the same amounts and be agreed to by the Policyholder and Symphonix.

#### C. PREMIUM RATE CHANGES.

Symphonix has the right to change premium rates for a Coverage or any part that has separate rates:

- (1) As of any Premium Due Date; and
- (2) As of any date that the extent or nature of the risk is changed:
  - (a) by amendment of the Group Policy; or
  - (b) by reason of any provision of law or any governmental program or regulation; or
  - (c) by termination of, or any change in, benefits not in that Coverage but considered in determining the premium rates for that Coverage.

Symphonix will tell the Policyholder when a change in the premium rates is made.

#### D. END OF THE GROUP POLICY OR OF AN INSURANCE.

**During or at End of Grace Period - Failure to Pay Premiums:** If any premium is not paid by the end of its grace period, either the Group Policy will end when that period ends or that part of the Group Policy for which premium has not been paid will end when that period ends. But the Policyholder may write to Symphonix, in advance, to ask that the Group Policy be ended at the end of the period for which premiums have been paid or at any time during the grace period. Then the Group Policy will end on the date requested.

On a Premium Due Date - Failure to Maintain Insuring Conditions: On any Premium Due Date, Symphonix may end the provisions of the Group Policy for insurance under a Coverage if the Members insured total less than the Minimum Participation Number. But notice of its intent to do so must be given to the Policyholder at least 31 days in advance. The Minimum Participation Number is shown in the Group Policy Schedule.

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**On a Policy Anniversary:** Symphonix may end the Group Policy on any Policy Anniversary. But notice of its intent to do so must be given to the Policyholder at least 31 days in advance.

#### E. MEMBER'S CERTIFICATE.

Symphonix will give an individual certificate to each insured Member. It will describe the Member's Coverage. It will include: (1) to whom Symphonix pays benefits; (2) any protection and rights when the insurance ends; and (3) claim rights and requirements.

#### F. RECORDS - INFORMATION TO BE FURNISHED.

Either the Policyholder or Symphonix, as they agree, will keep a record of the insured Members. It will contain the key facts about their insurance.

At the times set by Symphonix, the Policyholder will send the data required by Symphonix to perform its duties under the Group Policy, and to determine the premium rates. All records of the Policyholder which bear on the insurance must be open to Symphonix for its inspection at any reasonable time.

Symphonix will not have to perform any duty that depends on such data before it is received in a form that satisfies Symphonix. The Policyholder may correct wrong data given to Symphonix, if Symphonix has not been harmed by acting on it. A Member's insurance under a Coverage will not be made invalid by failure of the Policyholder, due to clerical error, to record or report the Member for that insurance.

#### G. THE CONTRACT - INCONTESTABILITY OF THE CONTRACT.

The entire Group Policy consists of: (1) this group policy form GRP 79171 GPS-1; (2) the Group Insurance Certificates and Certificate Riders listed in the Schedule of Plans; (3) all modifications and endorsements to such Group Insurance Certificates which are attached to and made a part of the Group Policy by amendment to the Group Policy;(4) the Policyholder's application, a copy of which is attached to the Group Policy; and (5) any endorsements or amendments to the Group Policy. No statement of the Policyholder shall be used in any contest of the insurance under the Group Policy.

There will be no contest of the validity of the Group Policy, except for not paying premiums, after it has been in force for one year.

The Group Policy may be amended, at any time, without the consent of the insured Members or of anyone else with a beneficial interest in it. This can be done through written request made by the Policyholder and agreed to by Symphonix. But an amendment will not affect a claim incurred before the date of change.

Only an officer of Symphonix has authority: to waive any conditions or restrictions of the Group Policy; or to extend the time in which a premium may be paid; or to make or change a contract; or to bind Symphonix by a promise or representation or by information given or received. A Symphonix agent is not an officer.

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No change in the Group Policy is valid unless shown in:

- (1) an endorsement on it signed by an officer of Symphonix; or
- (2) an amendment to it signed by the Policyholder and by an officer of Symphonix.

However, a change in the Group Policy may be made in an amendment to it that is signed only by an officer of Symphonix if the amendment reflects a change in the Group Policy that has been automatically made to satisfy the requirements of any state or federal law that applies to the Group Policy, as provided in the Conformity With Law section.

## H. CONFORMITY WITH LAW.

If the provisions of the Group Policy do not conform to the requirements of any state or federal law that applied to the Group Policy, the Group Policy is automatically changed to satisfy the minimum requirements of that law.

## **Other Provisions**

## A. Non-Insurance Goods, Services, and Discount Arrangements

On occasion, Symphonix may offer or provide certain persons who apply for Coverage and insured Members, access to certain goods, services and discount arrangements through programs including but not limited to health and wellness related programs. While these goods, services and/or third party provider discounts are available to insured Members, the third party providers are solely liable to the insured Members for the provision of such goods and/or services. Symphonix is not responsible for the provision of such goods and/or services nor is it liable for the failure of the provision of the same, nor do these services constitute insured benefits under this Group Policy. Further, Symphonix is not liable to the insured Members for the negligent provision of such goods and/or services by third party service providers.

## Schedule of Plans [- Schedule [1]]

Schedule Effective Date: [March 1, 2020]

Group Policy No.: G-36000-4

This Schedule of Plans lists the Group Insurance Certificates and Certificate Riders that are attached to and made a part of the Group Policy as of the Effective Date, shown below.

- [(1) [Effective March 1, 2020, the] [Certificate][Rider] bearing the code [xxxxx], for [state name] residents.]
- (2) [Effective October 1, 2020, the] [Certificate][Rider] bearing the code [xxxxx], for [state name] residents.]
- (3) [Effective January 1, 2021, the] [Certificate][Rider] bearing the code [xxxxx], for [state name] residents.]...]

Applicatio	on To:						
SYMPHONI	X HEALTH IN	NSURANCE	E, INC. (Sym	nphoni	<b>(</b> )		
For Group F	Policy No.:	GSX-3600	00-1				
Applicant:	TRUSTEES	OF THE A	ARP INSUR	RANCE	PLAN		
Address:		E Street, N.\ nington, D.C					
The Group F	Policy is appro	oved and its	terms are a	accepte	d.		
• • •	tion is made i ed to <b>Sympho</b>	•	One is atta	ached to	the Group	Policy.	The other is
It is agreed t	hat this Appli	cation repla	ces any pric	or Appli	cation for the	e Group	Policy.
			TRUSTE		THE AARP ull Name of a		ANCE PLAN
			Ву:				
				(S	gnature and	l Title)	

Washington, D.C., to be Effective on [ March 1, 2020 ]

Dated at:

## SYMPHONIX HEALTH INSURANCE, INC.

This Amendment is attached to Group Insurance Policy No. G-36000-4.

Effective [September 1, 2020], the Schedule of Plans section is replaced by the attached Schedule of Plans.

This Amendment is subject to all of the provisions, definitions, exclusions and limitations of the Group Policy to which this Amendment attaches, except as modified herein.

Sarah Murdock Secretary

Sarah Murdock

Kent Monical President & CEO

SYMPHONIX HEALTH INSURANCE, INC.

## Schedule of Plans [- Schedule [1]]

Schedule Effective Date: [September 1, 2020]

Group Policy No.: G-36000-4

This Schedule of Plans lists the Group Insurance Certificates and Certificate Riders that are attached to and made a part of the Group Policy as of the Effective Date, shown below.

- [(1) [Effective March 1, 2020, the] [Certificate][Rider] bearing the code [xxxxx], for [state name] residents.]
- (2) [Effective October 1, 2020, the] [Certificate][Rider] bearing the code [xxxxx], for [state name] residents.]
- (3) [Effective January 1, 2021, the] [Certificate][Rider] bearing the code [xxxxx], for [state name] residents.]...]